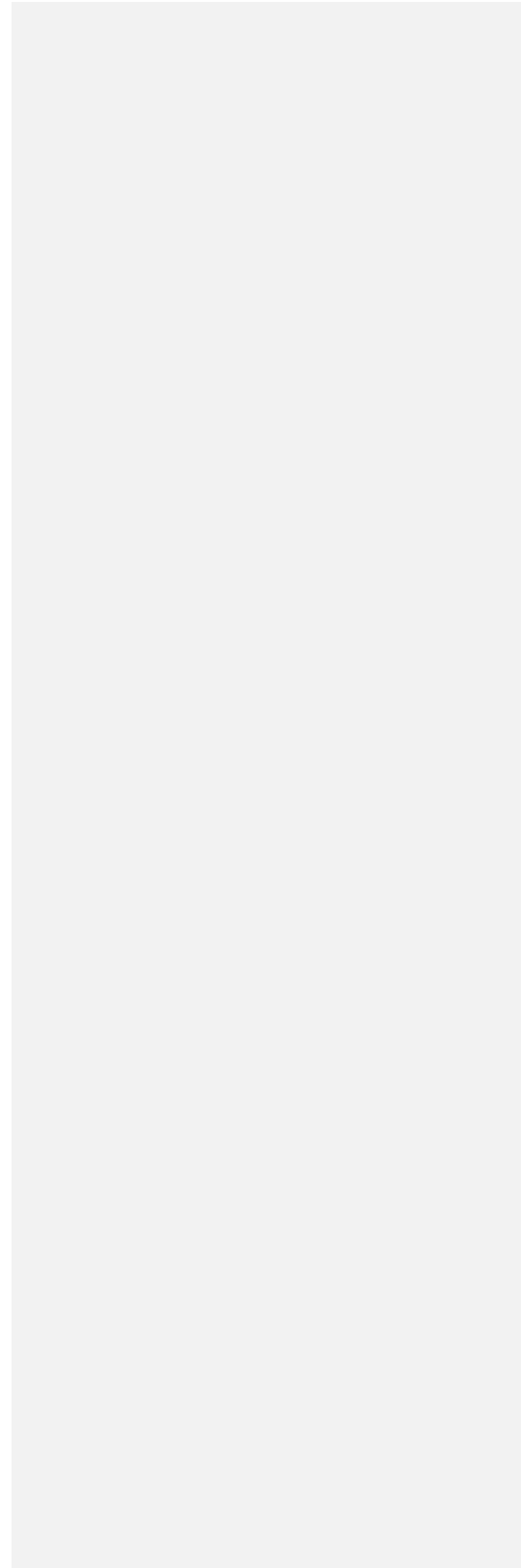


EXHIBIT A

Letter Agreement with Alexander Nickolatos





April 15, 2020

Alexander Nickolatos
1773 Westborough Dr, Suite 110
Katy, Texas 77449

Re: Amended and Restated Terms of Employment for Alexander Nickolatos

Dear Alexander,

As you are aware, Eco-Stim Energy Solutions, Inc. (the “**Company**”) is undergoing significant changes. Following discussions with legal counsel and based on the advice of such counsel, the Board of Directors of the Company determined it would be in the best interests of the Company’s creditors and other stakeholders to amend your Employment Agreement, originally dated April 1, 2017 and amended on March 18, 2020, in an effort to (i) reduce personnel costs; (ii) reduce administrative costs; and (iii) ensure the Company is managed in such a way that maximizes value for the stakeholders. All modifications to your Employment Agreement will commence March 1, 2020 (the “**Effective Date**”).

To accommodate these changes and to incentivize you to take on duties not contemplated by the April 1, 2017 employment arrangement with the Company, the Board of Directors of the Company have modified the terms of your employment as follows, subject to your acceptance:

- Your position title as Chief Executive Officer will remain intact as long as the Agreement is in place and has not been terminated;
- All compensation paid to you since March 1, 2020 pursuant to this Agreement is considered fully earned;
- All Post-Petition compensation paid to you prior to the Effective Date is considered fully earned;
- As compensation for the services provided, you will receive a \$40,000 monthly salary, which includes \$25,000 for your base salary, effective March 1, 2020, payable semi-monthly, for a period from March 1, 2020 and ending June 16, 2020 (the “**Termination Date**”), subject to applicable federal withholding.
- On the Termination Date, an extension of the employment arrangement may be discussed between the interested parties at the Termination Date. Neither party, however, is obligated to enter any extension of this letter agreement or any other terms which may be contemplated or considered by the parties;
- Accrued vacation will be paid up to the priority amount of \$13,650 permitted by the U.S. Bankruptcy Code, and the Company will request the authority for such payment;
- The Company will request the approval from the Court of this incentive retention agreement, as amended;
- COBRA of \$2,500 per month shall be provided directly paid to Cobra by the Bankruptcy Estate for no more than four (4) months after your employment with the Company terminates. In the event that you are hired before the end of (4) four months by another company that offers insurance, you are required to accept the insurance offered and the Company/Debtor will no longer be obligated to pay for COBRA; and

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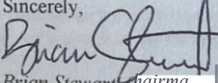
- Should termination of this letter agreement occur for any reason prior to the end of the Term, the compensation and direct payment of COBRA payments to be paid under this letter agreement that has not already been paid (\$140,000 in total ~~to~~ monthly salary (less what has already been paid since March 1, 2020) and
- \$10,000 in COBRA subject to the limitations as provided herein) shall be your exclusive remedy.

This letter agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This letter agreement

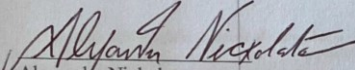
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supersedes any prior written or oral agreements between the parties. This letter agreement shall be governed by the laws of the State of Texas.

Please respond within **8** hours from the date specified in this letter agreement. By signing this letter, you are accepting the terms and conditions of this offer. Please contact Brian Stewart at (832) 465-5616 with **any** questions. Please retain a copy of this letter for your records, and the original will be placed in your employment file.

Sincerely,

Brian Stewart, Chair

Please sign below to accept and agree to the terms of employment described above:


Alexander Nickolatos
Date: April 15, 2020